

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
WASHINGTON MUTUAL BANK,

Plaintiff,

vs.

ARK-LA-TEX FINANCIAL SERVICES,  
LLC,

Defendant.

Case No. 8:22-cv-01491-JWH-ADS

**STIPULATED PROTECTIVE ORDER**

[Discovery Document: Referred to  
Magistrate Judge Autumn D. Spaeth]

**\*\*NOTE CHANGES MADE BY THE COURT\*\***  
(See Page 17)

**I. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the

standards that will be applied when a party seeks permission from the Court to file material under seal.

## **II. GOOD CAUSE STATEMENT**

This action is likely to involve personally identifiable information and other confidential financial information of bank customers, trade secrets, and other valuable commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things:

(1) Regulatory: Protected Material (as defined below) related in any way to the regulation or supervision of Washington Mutual Bank, in whatever form, whether preliminary or final, including reports of examination or inspection, regulatory correspondence, reports, orders, memoranda, or agreements by, from or with the Federal Deposit Insurance Corporation ("FDIC") in its corporate capacity, the Comptroller of the Currency, the Office of Thrift Supervision, or any other federal or state regulatory authority, and any information containing confidential material obtained from any documents and records related to the supervision or regulation of WaMu. The Parties (as defined below) understand and agree that the release of such regulatory information may require approval from independent government agencies, and that no regulatory information, however obtained, will be disclosed to non-parties not covered by this Protective Order.

1           (2) Statutory: Protected Material includes information that is  
2 confidential pursuant to the Freedom of Information Act, 5 U.S.C. § 552,  
3 12 C.F.R. Part 309, 12 C.F.R. § 21.11 or any other applicable federal or  
4 state laws, including consumer Personally Identifiable Information  
5 (“PII”) and other nonpublic personal information (“Non-Party Borrower  
6 Information”) as defined or protected by the Gramm-Leach-Bliley Act, 15  
7 U.S.C. § 6802, et seq., Freedom of Information Act, Privacy Act, Bank  
8 Secrecy Act, and their implementing regulations.

9           (3) Bank and Bank Customers: Protected Material related to  
10 WaMu, its employees (i.e., personnel or employment records), its  
11 customers, any trading company involved in placing orders for  
12 commodities futures or options, or any other entity, including Automated  
13 Clearing House items or transactions, chargebacks, merchant processing,  
14 bank account information, signature cards, bank statements, general  
15 ledger entries, deposit or reserve information, commodity trading  
16 statements, loans and lending transactions, loan applications, financial  
17 statements and credit reports, business and personal state and federal  
18 income tax forms, correspondence, and related loan documentation  
19 relating to any extension of credit or loan to any borrower. Examples of  
20 “Protected Material,” without limitation, include documents containing a  
21 customer’s account number, credit card number, personal identification  
22 number, account balance, information relating to a deposit account, loan,  
23 or borrower relationship and loan application materials, and documents  
24

1 or information that contain the customer's name, address, social security  
2 number, date of birth or other similar identifying Information.

3 (4) Receivership: Protected Material related to the receivership of  
4 WaMu, including any information on loss or estimates of such loss on  
5 WaMu's assets not publicly available. Notwithstanding the provisions of  
6 Section VIII.B. below, no such Protected Material shall be disclosed to  
7 any person or entity known to have any current or prospective interest in  
8 such assets, regardless of whether that person or entity is a defendant or  
9 non-party that would otherwise be allowed access to information under  
10 the terms of this Protective Order.

11 (5) Trade Secrets and Other Information: Protected Material that  
12 reveals trade secrets or research, technical, commercial, or financial  
13 information that the Party or Non-Party has maintained as confidential.

14 Accordingly, to expedite the flow of information, to facilitate the prompt  
15 resolution of disputes over confidentiality of discovery materials, to adequately  
16 protect information the Parties and Non-parties are entitled to keep  
17 confidential, to ensure that the Parties are permitted reasonable necessary uses  
18 of such material in preparation for and in the conduct of trial, to address their  
19 handling at the end of the litigation, and serve the ends of justice, a protective  
20 order for such information is justified in this matter. It is the intent of the  
21 Parties that information will not be designated as confidential for tactical  
22 reasons and that nothing be so designated without a good faith belief that it has  
23 been maintained in a confidential, non-public manner, and there is good cause  
24 why it should not be part of the public record of this case.

1 **III. DEFINITIONS**

2 A. Action: This pending federal lawsuit.

3 B. Challenging Party: A Party or Non-Party that challenges the designation  
4 of information or items under this Order.

5 C. “CONFIDENTIAL” Information or Items: Information (regardless of how  
6 it is generated, stored or maintained) or tangible things that qualify for  
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
8 the Good Cause Statement. All Electronically Stored Information (“ESI”) and  
9 paper documents produced pursuant to an ESI Protocol are subject to this  
10 Protective Order.

11 D. Counsel: Outside Counsel of Record and House Counsel (as well as their  
12 support staff).

13 E. Designating Party: A Party or Non-Party that designates information or  
14 items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL.”

16 F. Disclosure or Discovery Material: All items or information, regardless of  
17 the medium or manner in which it is generated, stored, or maintained  
18 (including, among other things, testimony, transcripts, and tangible things), that  
19 are produced or generated in disclosures or responses to discovery in this  
20 matter.

21 G. Expert: A person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to  
23 serve as an expert witness or as a consultant in this Action.  
24

1 H. House Counsel: Attorneys who are employees of a party to this Action.

2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4 I. Non-Party: Any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6 J. Outside Counsel of Record: Attorneys who are not employees of a party  
7 to this Action but are retained to represent or advise a party to this Action and  
8 have appeared in this Action on behalf of that party or are affiliated with a law  
9 firm which has appeared on behalf of that party, and includes support staff.

10 K. Party: Any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and  
12 their support staffs).

13 L. Producing Party: A Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15 M. Professional Vendors: Persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or  
18 medium) and their employees and subcontractors.

19 N. Protected Material: Any Disclosure or Discovery Material that is  
20 designated as "CONFIDENTIAL." If any Party or Non-Party believes that  
21 information not described above should nevertheless be considered as Protected  
22 Material, it may seek a stipulation among the Parties to treat such information  
23 as Protected Material or it may make an appropriate application to the Court.  
24 Such application shall only be granted for good cause shown. Information that

1 is available to the public or generally known in the industry of the Producing  
2 Party or Non-Party may not be designated as Protected Material.

3 Notwithstanding the foregoing paragraphs II.1 – 5, no Party is estopped or in  
4 any way prevented from later challenging the confidentiality designation of any  
5 Protected Material.

6 O. Receiving Party: A Party that receives Disclosure or Discovery Material  
7 from a Producing Party.

8 **IV. SCOPE**

9 A. The protections conferred by this Stipulation and Order cover not only  
10 Protected Material (as defined above), but also (1) any information copied or  
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
12 compilations of Protected Material; and (3) any testimony, conversations, or  
13 presentations by Parties or their Counsel that might reveal Protected Material.

14 B. Any use of Protected Material at trial shall be governed by the orders of  
15 the trial judge. This Order does not govern the use of Protected Material at trial.

16 **V. DURATION**

17 Even after final disposition of this litigation, the confidentiality obligations  
18 imposed by this Order shall remain in effect until a Designating Party agrees  
19 otherwise in writing or a court order otherwise directs. Final disposition shall be  
20 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
21 with or without prejudice; and (2) final judgment herein after the completion  
22 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this  
23 Action, including the time limits for filing any motions or applications for  
24 extension of time pursuant to applicable law.

**VI. DESIGNATING PROTECTED MATERIAL**

**A. Exercise of Restraint and Care in Designating Material for Protection**

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

2. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

3. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**B. Manner and Timing of Designations**

1. Protected Material provided by any Party or Non-Party pursuant to this Protective Order that is deemed and denominated by any Producing Party as "Confidential" pursuant to this Protective Order shall be deemed



1 to be Protected Material, unless and until that designation is challenged  
2 pursuant to paragraph VII below.

3 2. Protected Material may be designated as such by affixing to the  
4 material the legend “Confidential.” For example, the production  
5 media/container for native files or productions may be designated as  
6 “Confidential.” For standard images (*e.g.*, .pdf or .tiff files), the  
7 Producing Party must affix the legend “Confidential” to each page that  
8 contains Protected Material. If only a portion or portions of the material  
9 on a page qualifies for protection, the Producing Party also must clearly  
10 identify the protected portion(s) (*e.g.*, by making appropriate markings in  
11 the margins).

12 3. For testimony given in depositions, the Designating Party (or Non-  
13 Party) must identify Protected Material on the record before the close of  
14 the deposition.

15 4. Protective Material shall only mean and shall be limited to the  
16 information produced in this Action marked with a Bates Stamp number  
17 or otherwise designated as “Confidential.” In the event a Party obtains a  
18 duplicate copy of Protected Material produced in discovery in this Action  
19 from a publicly available source, the Party acquiring the Protective  
20 Material shall not be required to comply with the terms of this Order  
21 regarding the use of the duplicate Protective Material, and the use of such  
22 duplicate Protective Material shall not be subject to the provisions of this  
23 Order.

1           **C.      Failure to Designate Protected Material**

2           The failure to designate any Protected Material with such legend shall not  
 3           constitute a waiver by any Producing Party of the right to assert that such  
 4           information contains or includes Protected Material. In the event that any  
 5           Producing Party produces Protected Material without designating it as such, any  
 6           Party or Non-Party may notify the Receiving Parties that the information should  
 7           have been designated Protected Material, and the Parties will treat the  
 8           information as Protected Material under this Protective Order.

9           **VII.    CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10          **A.      Timing of Challenges**

11           Any Party or Non-Party may challenge a designation of confidentiality at  
 12           any time that is consistent with the Court's Scheduling Order.

13          **B.      Meet and Confer**

14           The Challenging Party shall initiate the dispute resolution process under  
 15           Local Rule 37.1 et seq.

16          **C.      The burden of persuasion in any such challenge proceeding shall be on**  
 17           the Designating Party. Frivolous challenges, and those made for an improper  
 18           purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other  
 19           parties) may expose the Challenging Party to sanctions. A frivolous defense of a  
 20           designation of Protected Material and those made for an improper purpose (*e.g.*,  
 21           to harass or impose unnecessary expenses and burdens on other parties) may  
 22           expose the Designating Party to sanctions. Unless the Designating Party has  
 23           waived or withdrawn the confidentiality designation, all parties shall continue to  
 24

1 afford the material in question the level of protection to which it is entitled  
 2 under the Producing Party's designation until the Court rules on the challenge.

### 3 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

#### 4 **A. Basic Principles**

5 1. A Receiving Party may use Protected Material that is disclosed or  
 6 produced by another Party or by a Non-Party in connection with this  
 7 Action only for prosecuting, defending, or attempting to settle this Action.  
 8 Such Protected Material may be disclosed only to the categories of  
 9 persons and under the conditions described in this Order. When the  
 10 Action has been terminated, a Receiving Party must comply with the  
 11 provisions of Section XIV below.

12 2. Protected Material must be stored and maintained by a Receiving  
 13 Party at a location and in a secure manner that ensures that access is  
 14 limited to the persons authorized under this Order.

#### 15 **B. Disclosure of "CONFIDENTIAL" Information or Items**

16 1. Unless otherwise ordered by the Court or permitted in writing by  
 17 the Designating Party, a Receiving Party may disclose any information or  
 18 item designated "CONFIDENTIAL" only to:

19 a. The Receiving Party's Outside Counsel of Record in this  
 20 Action, as well as employees of said Outside Counsel of Record to  
 21 whom it is reasonably necessary to disclose the information for this  
 22 Action;

1           b.     The officers, directors, and employees (including House  
2           Counsel) of the Receiving Party to whom disclosure is reasonably  
3           necessary for this Action;

4           c.     Experts (as defined in this Order) of the Receiving Party to  
5           whom disclosure is reasonably necessary for this Action and who  
6           have signed the “Acknowledgment and Agreement to Be Bound”  
7           (Exhibit A);

8           d.     The Court and its personnel;

9           e.     Court reporters and their staff;

10          f.     Professional jury or trial consultants, mock jurors, and  
11          Professional Vendors to whom disclosure is reasonably necessary  
12          for this Action and who have signed the “Acknowledgment and  
13          Agreement to be Bound” attached as Exhibit A hereto;

14          g.     The author or recipient of a document containing the  
15          information or a custodian or other person who otherwise  
16          possessed or knew the information;

17          h.     During their depositions, witnesses, and attorneys for  
18          witnesses, in the Action to whom disclosure is reasonably  
19          necessary provided: (i) the deposing party requests that the  
20          witness sign the “Acknowledgment and Agreement to Be Bound;”  
21          and (ii) they will not be permitted to keep any confidential  
22          information unless they sign the “Acknowledgment and Agreement  
23          to Be Bound,” unless otherwise agreed by the Designating Party or  
24          ordered by the Court. Pages of transcribed deposition testimony or

1 exhibits to depositions that reveal Protected Material may be  
2 separately bound by the court reporter and may not be disclosed to  
3 anyone except as permitted under this Stipulated Protective Order;  
4 and

5 i. Any mediator or settlement officer, and their supporting  
6 personnel, mutually agreed upon by any of the parties engaged in  
7 settlement discussions.

8 **C. Disclosure of Non-Party Borrower Information**

9 To the extent any federal or state law or other legal authority governing the  
10 disclosure or use of non-party borrower Information (“Non-Party Borrower  
11 Information Law”) permits disclosure of such information pursuant to an order  
12 of a court, this Order shall constitute compliance with such requirement. To the  
13 extent any Non-Party Borrower Information Law requires a Producing Party to  
14 obtain a court-ordered subpoena or give notice to or obtain consent, in any form  
15 or manner, from any person or entity before disclosure of any Non-Party  
16 Borrower Information, the Court finds that, in view of the protections provided  
17 for the information disclosed in this Order, the volume of documents to be  
18 produced and the ongoing oversight of the Court, there is good cause to excuse  
19 such requirement, and this Order shall constitute an express direction that the  
20 Producing Party is exempted from obtaining a court-ordered subpoena or having  
21 to notify and/or obtain consent from any person or entity prior to the disclosure  
22 of Non-Party Borrower Information in the Action. To the extent that any Non-  
23 Party Borrower Information Law requires that any person or entity be notified  
24 prior to disclosure of Non-Party Borrower Information except where such notice

1 is prohibited by court order, the Court directs that, in view of the protections  
 2 provided for the information disclosed in this Order, the volume of documents to  
 3 be produced and the ongoing oversight of the Court, Producing Parties are  
 4 explicitly prohibited from providing such notice in the Action; provided,  
 5 however, that this Order shall not prohibit any Producing Party from contacting  
 6 any person or entity for any other purpose. Any Producing Party may seek  
 7 additional orders from this Court that such Party or Non-Party believes may be  
 8 necessary to comply with any Non-Party Borrower Information Law.

9 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
 10 **IN OTHER LITIGATION**

11 A. If a Party is served with a subpoena or a court order issued in other  
 12 litigation that compels disclosure of any information or items designated in this  
 13 Action as “CONFIDENTIAL,” that Party must:

- 14 1. Promptly notify in writing the Designating Party. Such notification  
 15 shall include a copy of the subpoena or court order;
- 16 2. Promptly notify in writing the party who caused the subpoena or  
 17 order to issue in the other litigation that some or all of the material  
 18 covered by the subpoena or order is subject to this Protective Order. Such  
 19 notification shall include a copy of this Stipulated Protective Order; and
- 20 3. Cooperate with respect to all reasonable procedures sought to be  
 21 pursued by the Designating Party whose Protected Material may be  
 22 affected.

23 B. If the Designating Party timely seeks a protective order, the Party served  
 24 with the subpoena or court order shall not produce any information designated

1 in this action as “CONFIDENTIAL” before a determination by the Court from  
 2 which the subpoena or order issued, unless the Party has obtained the  
 3 Designating Party’s permission. The Designating Party shall bear the burden  
 4 and expense of seeking protection in that court of its confidential material and  
 5 nothing in these provisions should be construed as authorizing or encouraging a  
 6 Receiving Party in this Action to disobey a lawful directive from another court.

7 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
 8 **PRODUCED IN THIS LITIGATION**

9 A. The terms of this Order are applicable to information produced by a Non-  
 10 Party in this Action and designated as “CONFIDENTIAL.” Such information  
 11 produced by Non-Parties in connection with this litigation is protected by the  
 12 remedies and relief provided by this Order. Nothing in these provisions should  
 13 be construed as prohibiting a Non-Party from seeking additional protections.

14 B. In the event that a Party is required, by a valid discovery request, to  
 15 produce a Non-Party’s confidential information in its possession, and the Party  
 16 is subject to an agreement with the Non-Party not to produce the Non-Party’s  
 17 confidential information, then the Party shall:

- 18 1. Promptly notify in writing the Requesting Party and the Non-Party  
 19 that some or all of the information requested is subject to a  
 20 confidentiality agreement with a Non-Party;
- 21 2. Promptly provide the Non-Party with a copy of the Stipulated  
 22 Protective Order in this Action, the relevant discovery request(s), and a  
 23 reasonably specific description of the information requested; and  
 24

3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

#### **XII. NO WAIVER OF PRIVILEGES**

A. Pursuant to Fed. R. Evid. 502(d), the production of Protected Material that is subject to the attorney-client privilege, work product doctrine, or other



1 claimed privileges, doctrines, exemptions, or restrictions that the Producing  
2 Party might cite in good faith as a basis for withholding such Protected Material  
3 from production to any other party shall not be deemed, and shall not constitute,  
4 in this or any other federal or state proceeding, a waiver of any otherwise  
5 applicable privilege or protection. ~~The Parties shall not have to meet the~~  
6 ~~requirements of Fed. R. Evid. 502(b)(1)-(3).~~ With respect to the FDIC, in any of  
7 its capacities, these privileges include, but are not limited to, any privilege that  
8 Washington Mutual Bank may have had or any federal or state regulatory agency  
9 may hold. The Parties' production of Protected Material is not intended to, and  
10 shall not, waive or diminish in any way the confidentiality of such material or its  
11 continued protection under the attorney-client privilege, work product doctrine,  
12 or any applicable privilege as to any other non-party.

13 B. Furthermore, in the event that a Party or Non-Party produces attorney-  
14 client privileged or otherwise privileged information, or other information  
15 protected by law from disclosure even under a Protective Order, and if the Party  
16 or Non-Party subsequently notifies the Receiving Party that the privileged  
17 information should not have been produced, the Receiving Party shall  
18 immediately return the originals and all copies of the inadvertently produced  
19 privileged information. If a party withholds any information on the basis of  
20 privilege, it shall provide a categorical privilege log. The Parties agree that a  
21 Designating Party is not required to provide any kind of identification of the  
22 documents withheld from production as protected by the Bank Secrecy Act.  
23 Nothing in this Protective Order shall prevent FDIC from using any Protected  
24

1 Material that it produces to any Party or non-party in any of FDIC's capacities  
 2 for any lawful purposes.

### 3 **XIII. MISCELLANEOUS**

#### 4 **A. Right to Further Relief**

5 Nothing in this Order abridges the right of any person to seek its  
 6 modification by the Court in the future.

#### 7 **B. Right to Assert Other Objections**

8 By stipulating to the entry of this Protective Order, no Party waives any  
 9 right it otherwise would have to object to disclosing or producing any  
 10 information or item on any ground not addressed in this Stipulated  
 11 Protective Order. Similarly, no Party waives any right to object on any  
 12 ground to use in evidence of any of the material covered by this Protective  
 13 Order.

#### 14 **C. Filing Protected Material**

15 A Party that seeks to file under seal any Protected Material must comply  
 16 with Civil Local Rule 79-5. Protected Material may only be filed under  
 17 seal pursuant to a court order authorizing the sealing of the specific  
 18 Protected Material at issue. If a Party's request to file Protected Material  
 19 under seal is denied by the Court, then the Receiving Party may file the  
 20 information in the public record unless otherwise instructed by the Court.

### 21 **XIV. FINAL DISPOSITION**

22 A. After the final disposition of this Action, as defined in Section V, within  
 23 sixty (60) days of a written request by the Designating Party, each Receiving  
 24 Party must return all Protected Material to the Producing Party or destroy such

1 material. As used in this subdivision, “all Protected Material” includes all copies,  
2 abstracts, compilations, summaries, and any other format reproducing or  
3 capturing any of the Protected Material. Whether the Protected Material is  
4 returned or destroyed, the Receiving Party must submit a written certification to  
5 the Producing Party (and, if not the same person or entity, to the Designating  
6 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)  
7 all the Protected Material that was returned or destroyed and (2) affirms that the  
8 Receiving Party has not retained any copies, abstracts, compilations, summaries  
9 or any other format reproducing or capturing any of the Protected Material.

10 Notwithstanding this provision, Counsel are entitled to retain an archival copy of  
11 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
12 memoranda, correspondence, deposition and trial exhibits, expert reports,  
13 attorney work product, and consultant and expert work product, even if such  
14 materials contain Protected Material. Any such archival copies that contain or  
15 constitute Protected Material remain subject to this Protective Order as set forth  
16 in Section V.

17 B. Any violation of this Order may be punished by any and all appropriate  
18 measures including, without limitation, contempt proceedings and/or monetary  
19 sanctions.

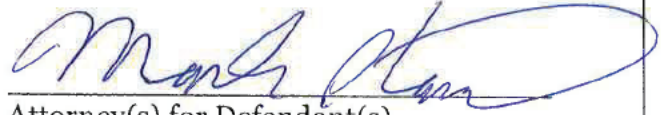
1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 Dated: November 29, 2022



3 Attorney(s) for Plaintiff(s)

4 Dated: 11/30/2022



5 Attorney(s) for Defendant(s)

6  
7 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

8 Dated: 12/11/2022

9 /s/ Autumn D. Spaeth

HONORABLE AUTUMN D. SPAETH  
United States Magistrate Judge

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
 have read in its entirety and understand the Stipulated Protective Order that was issue  
 by the United States District Court for the Central District of California on November  
 \_\_. 2022 in the case of *Federal Deposit Insurance Corporation as Receiver for*  
*Washington Mutual Bank v. Ark-La-Tex Financial Services, LLC*, No. 8:22-cv-1491-  
 JWH-ADS. I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
 that I will not disclose in any manner any information or item that is subject to this  
 Stipulated Protective Order to any person or entity except in strict compliance with the  
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with this  
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_